

Terms and Conditions

This document outlines the terms and conditions for eligible participants to access equipment from the Tool Lending Library ("Library"). Acknowledgment of these Terms and Conditions is required to borrow equipment.

Borrowers are asked to sign the Terms and Condition and submit a copy to MCCAC, when they first borrow a tool. The signed Terms and Conditions will then apply every time a tool is loaned to the named borrower.

1. Definitions

Each of the following words and phrases used in these Terms and Conditions shall have the following meaning unless otherwise specifically provided:

- a. "ABmunis" means Association of Alberta Municipalities;
- b. "Borrower" means anyone borrowing equipment from the Tool Lending Library from ABMUNIS and the Municipal Climate Change Action Centre;
- c. "Library" means the Tool Lending Library;
- d. "MCCAC" means the Municipal Climate Change Action Centre;
- e. "Tools" means any piece or multiple pieces of equipment that are part of the Library;

2. Requirements for Participations

- a. The Borrower agrees that in no event shall ABmunis or MCCAC be liable to the Borrower for any damages arising out of, resulting from, or in any way connected to the Tools included in this Loan Confirmation or data derived from the use of the Tools.
- b. Tools will only be loaned for projects that identify or quantify energy savings opportunities in buildings, renewable energy projects, or energy-related education and training.
- c. The Borrower confirms that they have reviewed the specifications of the Tools and are aware of their limitations and uses. Misapplication of the Tools, injury of any type sustained during installation or damage to the Borrower's facility or equipment shall be their sole responsibility.
- d. Any Tool requiring installation in a motor control center or any other location with all line voltages (any voltage above 12v), must be installed by a licensed electrician.
- e. Installation of Tools in mechanical equipment rooms or other potentially hazardous areas should be done by qualified personnel experienced with mechanical operating systems. Manufacturer guidelines are to be always followed when using all tools.
- f. Power monitoring equipment in the Library is not considered revenue-grade and is not to be used to verify utility billing data.
- g. Data logger software will not be copied or used beyond the Term of this Loan Confirmation except as allowed by the software manufacturer.
- h. The borrower assumes full responsibility for the return of the Tools and all accessories undamaged, and in full working order. The undersigned is liable for the repair or replacement costs that may be associated with any damaged or missing Tools or their components.

3. **Returns:** Tool returns will be made on or before the agreed-to return date if no extensions have been approved before that return date. The maximum loan period is 8 weeks, unless

otherwise discussed and agreed upon. Overdue loans cannot be extended. Borrowers with Tools in their possession over 30 days past the return date will be invoiced for the full replacement cost of borrowed Tools.

4. **Condition:** Tools must be returned in the same condition they were received, with no borrower labels or markings of any kind - permanent or temporary. Sensor leads must be disconnected from loggers and must be wrapped. Zip ties must not be used to secure leads or wrap current transducer leads around their cores. Please notify MCCAC immediately if any equipment is received damaged, or damaged during use.

5. **Participant Feedback:** Tools are made available through funding from Natural Resources Canada and ABmunis. Borrowers are asked to provide Borrowers to provide feedback on usage and effectiveness of the tools. This information is used to improve the tool lending program.

6. **FOIP:** The information is being collected under the authority of Section 33 (c) of the Freedom of Information and Protection of Privacy Act (the "FOIP Act") and/or in accordance with any applicable agreements in place. All personal information collected is used to respond to our request for participation in any programs and will be used to provide services to all participants. Information may be released to partners of the Municipal Climate Change Action Centre as necessary for the purpose of carrying out programs, activities, or policies under its administration (e.g. research, statistical analysis) or for receiving provincial and/or federal funding.

The undersigned Borrower hereby acknowledges that they have read and understand the terms of this Loan Confirmation and that they agree to be bound by all terms, conditions and obligations contained herein.

Signature

Name

Municipality

Date